

(G) WITHHOLDING OF DEPOSIT.

(1) THE SECURITY DEPOSIT, OR ANY PORTION OF IT, MAY BE WITHHELD FOR UNPAID RENT, DAMAGE DUE TO BREACH OF LEASE, OR DAMAGE TO THE LEASED PREMISES BY THE TENANT, HIS FAMILY, AGENTS, EMPLOYEES, OR SOCIAL GUESTS IN EXCESS OF ORDINARY WEAR AND TEAR.

(2) THE SECURITY DEPOSIT IS NOT LIQUIDATED DAMAGES AND MAY NOT BE FORFEITED TO THE LANDLORD FOR BREACH OF THE LEASE, EXCEPT IN THE AMOUNT THAT THE LANDLORD ACTUALLY IS DAMAGED BY THE BREACH.

(3) IN CALCULATING DAMAGES FOR LOST FUTURE RENTS, ANY AMOUNT OF RENT RECEIVED BY THE LEASED LANDLORD FOR THE PREMISES DURING ANY REMAINDER OF THE TENANT'S TERM REDUCES THE DAMAGES BY A LIKE AMOUNT.

(H) SAME - NOTICE TO TENANT.

(1) IF ANY PORTION OF THE SECURITY DEPOSIT IS WITHHELD, THE LANDLORD SHALL PRESENT BY FIRST CLASS MAIL DIRECTED TO THE LAST KNOWN ADDRESS OF THE TENANT, WITHIN 30 DAYS AFTER THE TERMINATION OF THE TENANCY, A WRITTEN LIST OF THE DAMAGES CLAIMED UNDER SUBSECTION (G) (1) TOGETHER WITH A STATEMENT OF THE COST ACTUALLY INCURRED.

(2) IF THE LANDLORD FAILS TO COMPLY WITH THIS REQUIREMENT, HE FORFEITS THE RIGHT TO WITHHOLD ANY PART OF THE SECURITY DEPOSIT FOR DAMAGES.

(I) WAIVER OF SECTION'S PROVISIONS.

NO PROVISION OF THIS SECTION MAY BE WAIVED IN ANY LEASE.

REVISOR'S NOTE: This section presently appears as Art. 21, §8-213 of the Code. Subsections (b) (iii) and (e) (v) are proposed for deletion because they appear in §15-102.

In subsection (c) (3) the present cross reference to §8-220 is proposed for deletion because it is an erroneous cross-reference to a non-existent section. An appropriate cross reference to the provisions of subsection (d) is added.

In subsection (i), the present phrase "written or oral" is proposed for deletion in light of the definition of "lease" in §1-101(h).

Subsection (j) is proposed for deletion since it is unnecessary in light of §8-401. The